

MEMORANDUM OF SETTLEMENT

Between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

And

**BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES'
UNION
(VOCATIONAL INSTRUCTORS)**

The parties have agreed that the following will form the Memorandum of Settlement regarding the renewal of the collective agreement that expired on March 31, 2012.

The parties agree to recommend this settlement to their respective principals. This Memorandum of Settlement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

All of the terms of the collective agreement that expired on March 31, 2012 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during bargaining.

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum, unless otherwise specified.

1. Term of Agreement

The term of the new collective agreement shall be for twenty-four (24) months, effective from April 01, 2012 to March 31, 2014.

2. Appendix A – Local Non Monetary Issues

All items contained in the agreement reached between the parties dated December 5th, 2012 on non monetary issues.

3. Schedule “B” - Wage Increase

All rates of pay in Schedule “B” of the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective December 31, 2012, all annual rates of pay which were in effect on December 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective April 01, 2013, all annual rates of pay which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective September 01, 2013, all annual rates of pay which were in effect on August 30, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective January 01, 2014, all annual rates of pay which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

The Chief Instructor's Allowance will also be adjusted by the same percentage increases and on the same effective dates as above.

These wage increases shall apply to all current employees who are members of the bargaining unit.

4. Letter of Understanding 7 – New Professional Development Fund

Effective the date of ratification, the Employer and the Union agree to amend LOU #7 as follows:

"The Employer will create a new professional development fund. This fund will be set at point six of one percent (0.6%) of instructor salary.

"The parties agree that ~~beginning in the fiscal year April 1, 2007 to March 31, 2008 any monies in the Fund that are not spent~~ **at the end of any fiscal year shall be retained by the employer** ~~carried forward to the following fiscal year."~~

5. Expedited Arbitration

Replace article 8.10 (Fast Track Arbitration) of the current collective agreement in its entirety with the following provisions:

8.10 Expedited Arbitration

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

Where a difference arises relating to the interpretation, application or administration of the collective agreement, including where an allegation is made that a term or condition of the agreement has been violated, either parties may, after exhausting the steps of the

grievance procedure under the agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate under Article 8.10 and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

(a) All grievances except those relating to the following shall be resolved by expedited arbitration:

- i. Dismissals;
- ii. Suspensions in excess of five (5) working days;
- iii. Policy grievances;
- iv. Grievances requiring the presentation of extrinsic evidence;
- v. Grievances where a local party intends to raise a preliminary objection;
- vi. Grievances arising from the duty to accommodate; and
- vii. Rejection on probation
- viii. Demotions

(b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions article 8.1 to 8.8 of the collective agreement.

(c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within ten (10) calendar days of appointment, on a rotating basis.

- Chris Sullivan
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson

If none of the listed arbitrators are available within ten (10) days, the parties shall agree to another arbitrator who is available within ten (10) days of appointment.

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.

5. Agreed Statement of Facts

The parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.

8. Mediation

a) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

9. Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the parties within three (3) working days of the hearing.

10. Status of the Decision

a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.

b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.

c) The decision or award, including mediated settlements, is final, binding, and conclusive, and is not open to question or review in a court on any grounds whatsoever.

d) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

a) The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.

b) Hearings shall be conducted at the institution or at the offices of the union where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

*Rename current collective agreement provision 7.1 Fast Track Arbitration

6. **Harassment (see Appendix B)**

Effective the date of ratification, the Employer and the Union agree to the attached memoranda of agreement related to Harassment.

7. **Article 19.2 – Special Leave – Funeral Leave**

The parties agree, upon ratification of the collective agreement, the following language at Article 19.2 will come into effect.

19.2 Special Leave

- (a) Where leave from work is required, an Employee shall be entitled to special leave at his/her regular rate of pay for the following:
- (1) marriage of the Employee - three (3) days;
 - (2) attend wedding of the Employee's child - one (1) day;
 - (3) birth or adoption of the Employee's child - two (2) days;
 - (4) serious household or domestic emergency - one (1) day;
 - (5) moving household furniture and effects - one (1) day;
 - (6) attend his/her formal hearing to become a Canadian citizen - one (1) day;
 - (7) attend funeral as pall-bearer or mourner - ~~one-half (1/2)~~ **(1)** day;
 - (8) court appearance for hearing of Employee's child - one (1) day.
- (b) Two (2) weeks' notice is required for leave under subsections (a)(1), (a)(2), (a)(5) and (a)(6).
- (c) For the purposes of subsections (a)(2), (a)(4), (a)(5), (a)(6), (a)(7) and (a)(8), leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (5), an Employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working hours, and if he/she has not already qualified for special leave under (a)(5) on two occasions within the preceding twelve (12) months.

8. **Article 19.3 – Family Illness**

The parties agree, upon ratification of the collective agreement, the following language at Article 19.3 will come into effect.

19.3 Family Illness

- (a) In the case of illness of a child **and/or spouse** of an Employee, and when no one at the Employee's home other than the Employee can provide for the needs of the ill child **or spouse**, the Employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days' paid leave at any one time for this purpose.

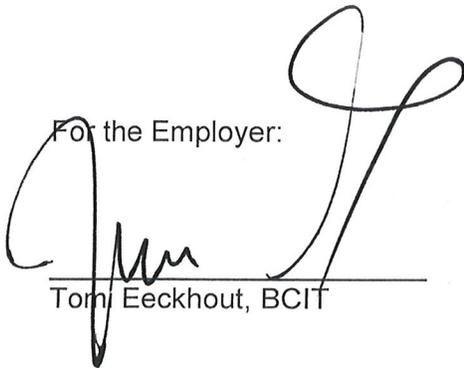
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing. The cost of the medical report will be borne by the Employer.
- (c) In the case of unanticipated illness or hospitalization of a dependant parent, when no one else is able to provide for the needs of the ill person, the Employee may request leave with pay to a maximum of two (2) days' paid leave at any one time for this purpose.
- (e) The Employer may require written confirmation from a medical practitioner that the Employee's attendance was required. The cost of the medical report will be borne by the Employer.

9. Hearing Aid coverage

Effective the first day of the month following ratification of this collective agreement the parties agree that the benefit coverage for hearing aids will increase from \$400 every 5 years to \$600 every 5 years.

Signed by the Parties at Burnaby, British Columbia, on the January ^{FEB} ~~2~~ 7, 2013.

For the Employer:



Tom Eeckhout, BCIT

For the Union:



Frank Greenlay, BCGEU

MEMORANDUM OF SETTLEMENT

Between

BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

And

**BRITISH COLUMBIA GOVERNMENT AND SERVICE
EMPLOYEES' UNION
(VOCATIONAL INSTRUCTORS)**

RE: Local Non-Monetary Issues

The above noted parties agree that collective bargaining over the renewal of the April 1, 2010 to March 31, 2012 collective agreement shall include the following non-monetary terms (subject to approval by PSEA and PSEC):

Non-Monetary Issues

The parties agree to incorporate into the renewed collective agreement the attached agreements and all other proposals are withdrawn. Unless otherwise specified, these amendments to the collective agreement shall become effective on upon ratification of the collective agreement.

- | | | |
|----|------------------------|--|
| 1) | Article 7.10 | Administrative Provisions |
| 2) | Article 11.2 | Selection Panel |
| 3) | Article 12.5 | Regular Employees and Layoff |
| 4) | Article 12.6 | Recall |
| 5) | Article 13.3(e) | Hours of Work – Vocational Instructors |
| 6) | Article 13.14 | A Procedure for obtaining the Instructor Diploma |
| 7) | Article 13.16 | A Procedure to Verify Qualifications and/or
Equivalent Qualifications |
| 8) | Article 16.1 | Paid Holidays |
| 9) | Article 13.27 | Evaluation Reports |

The Parties agree that as of the date of this Agreement, the Union will cease its Overtime ban issued on December 3, 2012 and will not participate in any further job action pending the outcome of the Vocational Instructor common table template negotiations. Bargaining will resume at the conclusion of such negotiations.

Ratification

The parties agree to recommend acceptance of these proposed terms of settlement to their respective principals.

Dated this 5 day of December, 2012



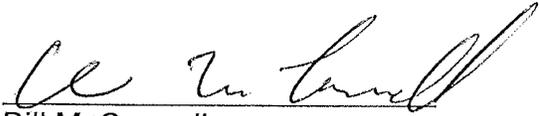
Frank Greenlay



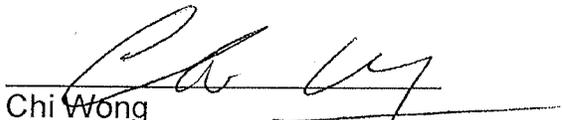
Cory Langford



Clarence Burlock



Bill McConnell



Chi Wong



Tomi Leckhout



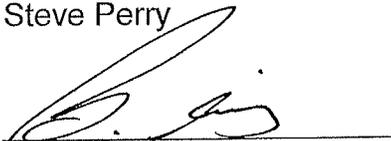
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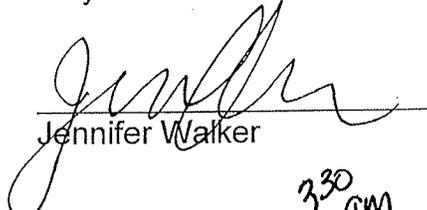
Rod Goy



Steve Perry



Guy Ellis



Jennifer Walker

3:30 AM

7.10 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be **by email to the Manager, Labour Relations or the Union's Staff Representative who has conduct of the file.** ~~by registered mail.~~
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are **sent by email registered,** and received on the day they were delivered **through email** to the **designated recipient appropriate office of the Employer or the Union.**
- (c) ~~In the event of a dispute, strike, lockout or other work stoppage in the Canada Post Office, within British Columbia, this section shall not apply.~~

11.2 Postings

- (a) When a regular vacancy occurs which the Employer intends to fill, or a new position is created within the Bargaining Unit the Employer shall notify the Union in writing and post notice of the position on each appropriate notice board throughout the Institute for a minimum of one (1) week, so that all members will know about the vacancy or new position. All regular positions must be posted except those made pursuant to Article 11.6.
- (b) Notices shall be posted on the appropriate bulletin board at least fourteen (14) days prior to the closing date of the competition.
- (c) Such notice shall contain the following information: nature of position, qualifications, experience, required knowledge and education, skills, shifts, wage or salary rate or range.
- (d) Job postings for Vocational Instructors shall consist of the following qualifications:
- (1) trade qualification in a designated trade or recognized industry qualifications in non-designated trades and other occupations;
 - (2) five (5) years' experience as a Journeyman or equivalent;
 - (3) previous supervisory or teaching experience; and
 - (4) skills and abilities to instruct the curriculum.

Common core qualifications shall include an Institute endorsement for this specialization. The criteria for this endorsement shall be developed by the Labour/Management Committee.

All job postings shall state *"this position is open to male and female applicants"*.

- (e) **A selection panel will be comprised of the following members:**
- (1) **The Specialization's Associate Dean,**
 - (2) **The Specialization's Chief Instructor,**
 - (3) **One instructor selected by instructors in the Specialization; and**
 - (4) **One instructor outside the Specialization selected by the individuals in (1) through (3).**

Presented December ⁵~~4~~, 2012
Time 2:55 am

12.6 Recall

(a) An Employee on layoff **from a regular ongoing position** shall, **prior to posting**, be offered any regular vacancy or temporary vacancy in the Bargaining Unit which is to be filled within **eighteen (18)** ~~twelve (12)~~ months of the date of layoff ~~if the Employee has less than fifteen (15) years of seniority, eighteen (18) months if the Employee has greater than or equal to fifteen (15) years of seniority~~, and for which the Employee has the necessary skills, abilities and qualifications to perform the work. An Employee on layoff shall be recalled in order of service seniority. Temporary Employees shall be recalled after regular Employees.

Presented December ^{5th} 4th, 2012

Time 2:55 am

12.5 Regular Employees and Layoff

- (1) An Employee may defer receiving severance pay pursuant to 12.5(a)(4) for ~~twelve (12)~~ **eighteen (18)** months and remain on recall in accordance with 12.5(a)(3).

In the event that such laid off Employee is not recalled to a regular position during the ~~twelve (12)~~ **eighteen (18)** month recall period, he/she shall then be eligible to receive a severance pay amount equal to that which he/she would have been eligible for, had the option pursuant to 12.5(a)(4) been elected at the time of his/her original layoff.

A recall pursuant to Article 12.6(d) shall not extend the original **eighteen (18)** ~~twelve (12)~~ month recall period to which this deferral of severance pay applies. If, upon the expiry of this **eighteen (18)** ~~twelve (12)~~ month deferral period, the laid off Employee is working pursuant to a recall under 12.6(d), the Employee shall be given the opportunity to resign from such employment at the end of the assignment and receive the deferred severance pay or maintain his/her employment status and rights in accordance with Article 12 of the Collective Agreement.

Presented December ⁵~~4~~th, 2012

Time 2:55 am

ARTICLE 12 - LAYOFF

12.6 Recall

(b) The Employer shall notify laid off Employees of such vacancies. It is the responsibility of the laid off Employee to ensure that the Employer is duly notified of his/her current address, and telephone number, and valid email address. Notification shall not be limited to one method of contact.

Agreed to

Signed on behalf of the Union

Signed on behalf of the Employer

Dated: _____

13.3 Hours of Work - Vocational Instructors

- (c) The Parties recognize that hours of work as in 13.3(a) includes more than classroom instruction. The following functions are included:
- (1) classroom instruction;
 - (2) shop and laboratory instruction and supervision;
 - (3) instructional counselling, evaluation and preparation;
 - (4) administrative responsibilities, including assignments, examination marking and student evaluation;
 - (5) curriculum maintenance and program enhancement;
 - (6) administrative processes required to ensure appropriate resources are in place to deliver training;
 - (7) other duties directly related to the instruction of trades and vocational programs;
 - (8) input into development of modifications to workshop and instructional areas;
- (d) Instructor's schedules shall provide for five (5) hours per week for the performance of functions (3) through (8) in the instructional area during which time, the instructor(s) shall ensure the students have been given learning assignments normal to the course and training objectives. During this time, classroom instruction, shop and/or laboratory instruction and supervision will not be required.
- (e) **Two (2) of the five (5) hours per week for the performance of functions (3) through (8) must be scheduled as on campus office hours. Such hours must be clearly posted and the instructor must be available for instructional counselling. Other (3) through (8) functions may be performed during these two (2) hours provided the instructor remains available for instructional counselling. For the remaining hours, an instructor may perform functions (3) through (8) at an alternate work location provided that:**
- i) the instructor is in attendance on campus for the commencement of each shift; and
 - ii) the instructor's other duties and responsibilities do not require their presence on campus; and
 - iii) the instructor is available to respond to a request and immediately attend campus should operational issues arise that necessitate the instructor's attendance on campus. Prior to leaving campus for off campus work, the instructor must advise the Chief Instructor and provide contact information so that the instructor can be contacted should operational issues arise that necessitate the instructor's attendance on campus.
- (f) Function (3) through (8) time shall be scheduled by the instructor in consultation with the Chief Instructor (or excluded supervisor where applicable). Where this time has been scheduled and due to operational requirements of the Employer the Employee is not permitted or able to exercise the scheduled time or to reschedule the time within the workweek, the Employee will be paid at the overtime rate. This clause is not to be construed as providing an alternative to 13.3(c).
- (g) In order to accommodate functions (3) through (8) duties or where duty requires more time than provided for in (c) for functions (3) through (8), the instructor, in consultation with the Chief

Presented December 4th, 2012

Time 9¹⁰ pm.

BCIT Bargaining Proposal
BCGEU Vocational Instructors Collective Agreement
Renewal of 2010-2012 Agreement

Instructor and Associate Dean, may combine classes at parallel or compatible levels of progress for such activities as common lectures; study; visual presentations; presentation to students of common learning material by external lecturers and industry trainers; supervision and monitoring of examinations; or the supervision and monitoring of assigned classroom study periods; for more than one class at the same time.

Renumber remainder of article.

Presented December 4th, 2012

Time _____

13.14 A Procedure for Obtaining the Instructor Diploma

Alter the following parts of Article 13.14 to reflect the current practice.

- (a) The Institute shall encourage enrolment of regular Employees in the ~~Ministry's~~ Instructor Diploma Program in the first year of employment as a regular Employee by providing with the letter of appointment the necessary program and counselling information.
- (b) The Office of the Dean of the School shall monitor the progress of regular Employees once they are enrolled in the ~~Ministry's~~ Instructor Diploma Program. The Employee shall notify the appropriate Associate Dean of their enrolment in the Instructional Diploma Program.
- (c) The Employee shall provide written notification of his/her completion of the Instructor Diploma Program to the Manager, Advisory Services or his/her designate, for inclusion in the Employee's personnel file.

This notification shall include the effective date of completion and a copy of the Employee's diploma issued by the ~~Ministry of Advanced Education, Training and Technology~~ **educational institution** for inclusion in the Employee's personnel file. The Human Resources Department will notify the appropriate Associate Dean.

- (d) The Manager, Advisory Services or his/her designate shall process the notification of the Employee's completion of the ~~Ministry's~~ Instructor Diploma Program in order to ensure the application and compliance with Article 26 and Memorandum of Agreement #1 of the Collective Agreement.
- (e) Where a regular Employee considers that he/she has an equivalency of the Instructor Diploma, he/she will, in a timely manner, submit certification(s), transcript(s), proof of competency, or other credentials, as an Industrial Trainer, Vocational Instructor, or equivalency to the Instructor Diploma Program, to the ~~appropriate branch of the Ministry of Advanced Education, Training and Technology,~~ **designated Instructional Development Consultant in the Institute's Learning and Teaching Centre** for adjudication and determination as to whether those credentials are equivalent to the Instructor Diploma. If the ~~Ministry~~ **Learning and Teaching Centre** has made the determination of equivalency, the Employee shall provide confirming documents to the Manager, Advisory Services or his/her designate. Items (d) and (e) above shall then apply. The Employee shall not be required to comply with Article 17.1(b) and the Employee shall be granted increments on his/her annual increment date without restriction once it is determined that the credentials submitted by the Employee are equivalent to the Instructor Diploma.

13.16 A Procedure to Verify Qualifications and/or Equivalent Qualifications

- (c) Where a Regular Employee considers he/she has the equivalency of an Instructor Diploma, he/she will, in a timely manner, submit certification(s), transcript(s), proof of competency, or other credentials, as an Industrial Trainer, Vocational Instructor, or equivalency to the Instructor Diploma Program, to the ~~appropriate branch of the Ministry of Advanced Education, Training and Technology~~ **designated Instructional Development Consultant in the Institute's Learning and Teaching Centre**, for adjudication and determination as to whether those credentials are equivalent to the Instructor Diploma.

The Employee shall not be required to comply with Article 17.1(b) and the Employee shall be granted increments on his/her annual increment date without restriction once it is determined that the credentials submitted by the Employee are equivalent to the Instructor Diploma.

Where the requisite equivalencies have been appropriately determined and confirmed, the Employee shall be deemed to be qualified. (See Article 26.3(c)).

16.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Eve Day	British Columbia Day Labour Day
New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation. Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments for the locality in which an Employee is working shall also be a paid holiday.

The Institute proposes that the language at the current Article 9.6 be moved to Article 13.27 – renumbering the remainder of the Article.

13.27 Evaluation Reports

- (a) Where a formal appraisal of an Employee's performance is carried out, the Employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the form for an Employee to sign. The form shall provide for the Employee's signature in two places, one indicating that the Employee has read and accepts the appraisal, and the other indicating that the Employee disagrees with the appraisal. The Employee shall sign in one of the places provided. No Employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. An Employee shall, upon request, receive a copy of this evaluation report at time of signing. An evaluation report shall not be changed after an Employee has signed it, without the knowledge of the Employee, and any such changes shall be subject to the grievance procedure of this Agreement.
- (b) The Parties agree that the Labour/Management Committee will mutually agree on the content and format of any formal course evaluation forms.
- (c) Course evaluation reports completed by students will not be used as evidence in any disciplinary action taken against an instructor.

MEMORANDUM OF AGREEMENT

BETWEEN

THE BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY

AND

THE BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEE'S UNION
REPRESENTING EMPLOYEES OF LOCAL 703
(Instructional Unit)

Re: 2012 BCGEU Faculty Common Table - Harassment

The recently concluded 2012-2014 BCGEU Faculty Common Table Agreement contains a number of provisions related to workplace harassment. BCIT and the BCIT Vocational Instructor Unit are not parties to the Common Agreement. They are prepared, however, to adopt a number of the Common Table provisions related to workplace harassment. In particular:

1. BCIT agrees to participate on the committee established pursuant to LOU #4 (Respectful Working Environment) of the Common Agreement. BCIT further agrees that it will adopt jointly developed education and training programs that are created pursuant to section 2 (Mandate) of LOU #4. BCIT and the Union agree that attendance at these educational and training programs is mandatory.
2. BCIT agrees to participate on the committee described in Schedule 2 (Re: Training of Harassment Investigators) of the Common Agreement.

Signed: February 7 2013

For BCIT:



For the BCGEU:

